

PLANS AND SPECIFICATIONS PREPARED  
BY  
Schramm Architects, LLC  
Architect

PROJECT: ROOF REPLACEMENT  
HUMAN SERVICES CENTER  
YANKTON, SOUTH DAKOTA  
OSE # H1310--04X

## **AGREEMENT FOR CONSTRUCTION**

### **PRIME CONTRACT**

THIS Agreement is made the 23rd day of June, 2010 by and between United Roofing & Remodeling 110 Bank St, Suite 406, Minneapolis, MN 55414 (the "Contractor") and the South Dakota Department of Human Services represented by its legal officers (the "Owner").

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

### **ARTICLE I, CONTRACT DOCUMENTS:**

The following documents and any other documents incorporated in them by reference constitute the contract documents:

1. This Agreement
2. The Project Manual dated June 10, 2010
3. The Project Drawings dated June 10, 2010
4. Addenda issued prior to execution of this Agreement
5. Contractor's Performance and Labor and Material Payment Bond

These documents constitute the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral. The Index for items 2 and 3 is attached hereto as Exhibit "A."

### **ARTICLE II, STATEMENT OF WORK:**

To the extent not otherwise provided in the contract documents, contractor shall furnish and pay for all labor, tools, equipment, supplies, materials, appurtenances, utilities, charges, fees, permits, and all other construction accessories and services required to complete the work specified in the contract documents in strict compliance with the contract documents.

### **ARTICLE III, DATE OF COMMENCEMENT AND COMPLETION:**

The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed by the Owner and shall be substantially completed not later than October 15, 2010, subject to adjustments of the contract time as provided in the contract documents. Should the Contractor fail to substantially complete the work within the time set forth herein, or within such extra time as may have been allowed by increases in the contract, or by formally approved extensions granted by the Owner, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner \$500.00 per calendar day as liquidated damages for each calendar day of delay until the work is substantially complete.

#### **ARTICLE IV, CONTRACT SUM:**

- A. For the performance of the work specified in the Contract Documents, Owner will pay Contractor and Contractor will accept as full compensation the sum of Eight Hundred Seventy Four Thousand Two Hundred Eighty Four and No Dollars (\$874,284.00), subject to additions or deductions as provided in the contract documents;
- B. Contract sum includes the following alternates, if any, which are described in the Contract Documents and are hereby, accepted by the Owner: None
- C. Unit Prices, if any, are as follows: \$2.50

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the contract to prevent such hardship.

#### **ARTICLE V, PROGRESS PAYMENTS:**

The Owner shall make progress payments on a monthly basis for work accomplished in accordance with General Conditions, Article 11.

#### **ARTICLE VI, ACCEPTANCE AND FINAL PAYMENT:**

Final payment less amounts withheld to cover the cost of nonconforming work, shall be made by the Owner in accordance with General Conditions Sub-Article 11.8.

#### **ARTICLE VII, NOTICE:**

All notices, demands and other communications required by the Contract Documents shall be in writing and shall be deemed to have been duly given if personally delivered, mailed first class (postage prepaid), or e-mailed:

- 1) **If to Contractor:**  
Eric Jeanotte  
United Roofing & Remodeling  
110 Bank St, Suite 406  
Minneapolis, MN 55414  
Phone: 612.617.1717      Fax: 612.623.0164      Cell: 612.804.5360  
ejeanotte@unitedroofingmn.com
- 2) **If to Owner:**  
Kristi Honeywell, P.E.  
State Engineer  
Office of the State Engineer  
523 East Capitol  
Pierre, South Dakota 57501-3182  
Kristi.honeywell@state.sd.us



3) **If to the Architect:**  
Jim Schramm  
Schramm Architects LLC  
211 Walnut Street  
Yankton SD 57078  
Phone: 605.668.0883  
jimschramm@lw.net


Fax: 605.260.1423

Cell: 605.660.4969

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

IN WITNESS WHEREOF, THE parties hereto have caused this instrument to be executed in one original counterpart the day and year above first written:

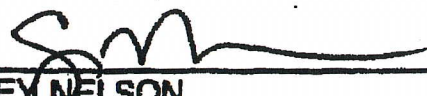
**CONTRACTOR:** UNITED ROOFING & REMODELING  
110 BANK ST, SUITE 406  
MINNEAPOLIS, MN 55414

By:   
(Affix Corporate Seal if Available)

Title: PRESIDENT

Fed. Emp. Tax ID#: \_\_\_\_\_

**OWNER:** STATE OF SOUTH DAKOTA  
DEPARTMENT OF HUMAN SERVICES

 6-24-10  
COREY NELSON  
Administrator  
HUMAN SERVICES CENTER

**OWNER:** STATE OF SOUTH DAKOTA  
DEPARTMENT OF HUMAN SERVICES


 6/24/2010  
JERRY HOYER  
Secretary  
DEPARTMENT OF HUMAN SERVICES

Exhibit "A"  
**AGREEMENT FOR CONSTRUCTION**  
Enumeration of Contract Documents

1. This agreement
2. The General and Special Conditions contained in the Project Manual dated June 10, 2010.
3. The Invitation for Bids and Instruction to Bidders contained in the Project Manual dated June 10, 2010.
4. The Specifications are those contained in the Project Manual dated June 10, 2010 and are as follows:

| Section            | Title                    | Pages |
|--------------------|--------------------------|-------|
| See attached Index | State Specification      | 1     |
| See attached Index | Special Conditions       | 1     |
| See attached Index | Technical Specifications | 1     |

5. The drawings are as follows:

| Number             | Title      | Date          |
|--------------------|------------|---------------|
| See attached Index | Plan Index | June 10, 2010 |

6. The addenda, if any, are as follows:

| Number      | Date          | Pages |
|-------------|---------------|-------|
| Addendum #1 | June 17, 2010 | 5     |
| Addendum #2 | June 19, 2010 | 1     |

7. The Performance and Labor and Material Payment Bond dated  
Issued by \_\_\_\_\_ Bond #
8. Other documents forming a part of the Contract Documents are:

**INDEX**  
**FOR**  
**STATE SPECIFICATION**  
**HEAD SECTIONS, GENERAL CONDITIONS,**  
**SPECIAL CONDITIONS, TECHNICAL SPECIFICATIONS**  
**AND PLANS**

- 1.....INDEX
- 2.....INVITATION TO BID
- 3.....BIDDER'S CHECKLIST
- 4.....ASBESTOS CONTAINING MATERIALS STATEMENT
- 5.....INSTRUCTIONS TO BIDDERS
  - A ..... BID FORM AND/OR EXPLANATION OF ALTERNATES
  - A-1 .... FACSIMILE MODIFICATION TO BID FORM
  - B ..... FORMAT FOR SEALED ENVELOPE
  - C ..... BID BOND
  - D ..... PERFORMANCE & PAYMENT BOND WITH  
ACKNOWLEDGMENT OF SURETY
  - E ..... NON-RESIDENT BIDDER AFFIDAVIT
  - F ..... CONTRACTOR'S STATEMENT OF SKILLS & CAPABILITIES
- 6.....AGREEMENT FOR CONSTRUCTION
- 7.....GENERAL CONDITIONS AND INDEX
- 8.....SPECIAL CONDITIONS AND INDEX
- 9.....TECHNICAL SPECIFICATIONS AND INDEX
- 10.....PLAN INDEX
- 11.....INSURANCE REPORTS AND INDEX

## **SPECIAL CONDITIONS INDEX**

1. GENERAL
2. RECYCLING
3. ADVERTISEMENTS
4. TEMPORARY UTILITIES
5. COLOR SAMPLES
6. EXTRA MATERIALS